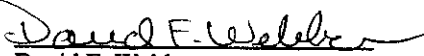


**THIS INSTRUMENT PREPARED
OUT OF STATE BY:**

David F. Webber
Singleton Cooksey LLP
6363 Woodway, Suite 610
Houston, Texas 77057
713-532-6200


David F. Webber

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Index: Southwest ¼ of Section 15, Township 2 South, Range 7 West
Legal Description Attached As Exhibit "A"

Cross Reference:
Book 69, Page 441
Office of Chancery Clerk
DeSoto County, Mississippi

MEMORANDUM OF AMENDED AND RESTATED GROUND LEASE AGREEMENT

This **MEMORANDUM OF AMENDED AND RESTATED GROUND LEASE AGREEMENT** (the "Memorandum") is made this 9 day of September, 2009, by and between **TOWER VENTURES REIT, INC.** ("Lessor"), a Maryland corporation, having a mailing address of 4091 Viscount Ave., Memphis, TN 38118, and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company (the successor by December 31, 2004 merger with BellSouth Mobility, LLC) ("Lessee"), having a mailing address of 12555 Cingular Way, Alpharetta, Georgia 30004.

Stewart J. Hill 3d

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RECITALS

WHEREAS, Lessor and Lessee are the current parties under that certain Option and Lease Agreement dated December 20, 1994 (the "Lease") originally by and between Dudley B. Bridgforth, and wife, Donna Kay Bridgforth, as original lessor, and Lessee, (i) which Lease is evidenced in the public record by that certain Memorandum of Option and Lease Agreement dated December 20, 1994, which was recorded on August 15, 1995 in Book 69, Page 441 in the Office of the Chancery Clerk of DeSoto County, Mississippi, and (ii) the lessor's interest in the Lease was assigned to Lessor pursuant to that certain General Warranty Deed of Easement (the "Deed") dated _____, 2009; and

WHEREAS, the parties have amended and restated the terms of the Lease by that certain Amended and Restated Ground Lease Agreement dated as of the date hereof (the "Amended Lease") by and between Lessor and Lessee, and wish to provide record notice of the extension of the term of the Lease as amended thereby and the status of certain rights and interests thereunder through the recording of this Memorandum in the Public Records; and

WHEREAS, the Lease pertains to certain real property leased to Lessee (the "Leased Premises") together with access and utility easements granted to Lessee more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

1. The recitals hereinabove are true and correct and are incorporated herein by reference.
2. The Initial Term of the Amended Lease commenced as of the date hereof ("Closing Date") and will expire thirty (30) years after such Closing Date. Upon the expiration of the Initial Term, the term of the Amended Lease shall be automatically extended for six (6) successive five (5) year Renewal Terms unless terminated sooner pursuant to the terms of the Amended Lease.
3. The parties consent to the recording of this Memorandum in the public records of the county in which the Leased Premises is situated, and agree that this Memorandum shall be executed in recordable form.
4. This Memorandum may be executed in counterparts, each of which shall constitute an original instrument.

[Remainder of page intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Memorandum as of the day and year written above.

LESSOR:

TOWER VENTURES REIT, INC.,
a Maryland corporation

By: [Signature]
Name: William Orgel
Title: President
Date: September 9, 2009

STATE OF Tennessee :
COUNTY OF Shelby : SS

Personally appeared before me, Vicky C. LaPradd, the undersigned authority in and for said County and State, on this the 9th day of September, 2009, within my jurisdiction, the within named William Orgel, the President of Tower Ventures REIT, Inc., a Maryland corporation, who acknowledged that they executed the above and foregoing instrument on behalf of the entity herein stated, for the purpose therein contained.

Witness my hand and seal, at office, this the 9th day of September, 2009.

[Signature]
Signature of Notary Public
Vicky C. LaPradd
Printed Name of Notary Public

My Commission Expires: 10-26-10



LESSEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation,
a Delaware corporation,
its Manager

By: _____

Name: Nellie Jabbari

Title: Senior Manager – Partnerships/MLAs

Date: _____

STATE OF _____ :
 : ss
COUNTY OF _____ :

Personally appeared before me, _____, the undersigned authority in and for said County and State, on this the ____ day of _____, 2009, within my jurisdiction, the within named Nellie Jabbari, the Senior Manager – Partnerships/MLAs of AT&T Mobility Corporation, a Delaware corporation, the Manager of **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, who acknowledged that they executed the above and foregoing instrument on behalf of the entity herein stated, for the purpose therein contained.

Witness my hand and seal, at office, this the _____ day of _____, 2009.

Signature of Notary Public

Printed Name of Notary Public _____
My Commission Expires: _____

[NOTARIAL SEAL]

EXHIBIT "A"
Legal Description of Leased Premises

A PARCEL OF LAND SITUATED IN THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DeSOTO COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF SAID NW $\frac{1}{4}$ OF SW $\frac{1}{4}$, SAID POINT BEING IN THE CENTER OF GETWELL ROAD; THENCE RUN SOUTH $89^{\circ}56'05''$ EAST ALONG THE SOUTH LINE OF SAID $\frac{1}{4}$ - $\frac{1}{4}$ A DISTANCE OF 53.00 FEET TO THE EAST R/W LINE OF SAID GETWELL ROAD AND THE POINT OF BEGINNING; THENCE RUN NORTH $00^{\circ}09'00''$ EAST ALONG SAID EAST R/W LINE A DISTANCE OF 70.00 FEET; THENCE RUN SOUTH $89^{\circ}56'05''$ EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID $\frac{1}{4}$ - $\frac{1}{4}$ A DISTANCE OF 95.00 FEET; THENCE RUN SOUTH $00^{\circ}09'00''$ WEST ALONG A LINE PARALLEL TO SAID EAST R/W LINE OF GETWELL ROAD A DISTANCE OF 70.00 FEET TO A POINT ON THE SOUTH LINE OF SAID $\frac{1}{4}$ - $\frac{1}{4}$; THENCE RUN NORTH $89^{\circ}56'05''$ WEST ALONG SAID SOUTH $\frac{1}{4}$ - $\frac{1}{4}$ LINE A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,650 SQUARE FEET (0.15 ACRES) MORE OR LESS.

EXHIBIT "A" - Continued
Legal Description - Access Easement

A PARCEL OF LAND FOR INGRESS AND EGRESS SITUATED IN THE NW ¼ OF THE SW ¼ OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DeSOTO COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF SAID NW ¼ OF SW ¼, SAID POINT BEING IN THE CENTER OF GETWELL ROAD; THENCE RUN SOUTH 89°56'05" EAST ALONG THE SOUTH LINE OF SAID ¼ - ¼ A DISTANCE OF 53.00 FEET TO THE EAST R/W LINE OF SAID GETWELL ROAD; THENCE RUN NORTH 00°09'00" EAST ALONG SAID EAST R/W LINE A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°09'00" EAST ALONG SAID EAST R/W LINE A DISTANCE OF 55.00 FEET; THENCE RUN SOUTH 89°51'00" EAST A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 00°09'00" WEST ALONG A LINE THAT IS PARALLEL TO SAID EAST R/W LINE OF GETWELL ROAD A DISTANCE OF 54.96 FEET; THENCE RUN NORTH 89°56'05" WEST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,375 SQUARE FEET (0.03 ACRES) MORE OR LESS.

[End of Document]